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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
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9 David Alexander,

10 Plaintiff,

11 v.

12 Gurm Transport Incorporated, et al.,

13 Defendants,

14 and

15 United Specialty Insurance Company,

16 Intervenor.
17

No. CV-19-08249-PCT-GMS

ORDER

18 Pending before the Court is United Specialty Insurance Company (“Intervenor”)’s
19 Motion to Intervene pursuant to Fed. R. Civ. P. 24(a) (Doc. 12) and Answer/Motion to
20 Dismiss in Intervention (Doc. 12 at 5). The Motion to Intervene is granted and Intervenor
21 is directed to file its Answer on Behalf of Defendant Gursewak S. Singh.

22 **BACKGROUND**

23 Plaintiff David Alexander (“Plaintiff”) alleges that on January 11, 2018, he was
24 involved in an automobile accident with Defendant Singh. At that time, and currently,
25 Defendant Singh’s employer, Defendant Gurm Transport, Inc. (“Defendant Gurm”), had
26 liability insurance through Intervenor, including coverage for Defendant Singh’s vehicle.
27 On July 9, 2019, Plaintiff filed a complaint in Arizona state court alleging, among other
28 claims, that Defendants Gurm and Singh negligently caused his injuries. The case was

1 removed to this Court on August 22, 2019. This motion followed on November 12, 2019.

2 **DISCUSSION**

3 **I. Analysis**

4 **A. Motion to Intervene**

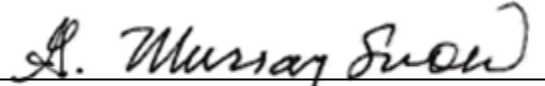
5 To intervene as of right under Rule 24(a), a person or entity must show 1) that its
6 application for intervention is timely, 2) that it has a significantly protectable interest
7 relating to property or transaction that is the subject of the action, 3) that the disposition
8 may impair or impede its ability to protect that interest, and 4) that its interest is not
9 adequately represented by the existing parties before the Court. *Southwest Center for*
10 *Biological Diversity v. Berg*, 286 F.3d 810, 817-18 (9th Cir. 2001). In this case, all the
11 requirements for intervention as of right are met. Intervenor’s motion was timely because
12 it was filed early in the case, there has been no delay in filing the motion, and no prejudice
13 or delay is apparent from permitting intervention. *See Day v. Apoliona*, 505 F.3d 963, 965
14 (9th Cir. 2007) (“Determination of the timeliness of a motion to intervene depends upon
15 (1) the stage of the proceeding, (2) the prejudice to other parties, and (3) the reason for and
16 length of the delay.”) (internal quotations omitted). As to the other requirements under Rule
17 24(a), Arizona courts analyzing the same requirements under Ariz. R. Civ. P. 24(a) have
18 repeatedly recognized that, because collateral estoppel generally will apply, insurance
19 companies have the “requisite interest . . . to be entitled to intervention.” *Mora v. Phoenix*
20 *Indem. Ins. Co.*, 196 Ariz. 315, 318, 996 P.2d 116, 119 (Ct. App. 1999). Finally, none of
21 the other parties to the case have voiced opposition to intervention. *See* LRCiv 7.2(i) (“[I]f
22 the unrepresented party or counsel does not serve and file the required answering
23 memoranda . . . such non-compliance may be deemed a consent to the denial or granting
24 of the motion and the Court may dispose of the motion summarily.”). Intervenor’s Motion
25 to Intervene is granted. Intervenor is ordered to file its Answer on Behalf of Defendant
26 Gursewak S. Singh.

27 **IT IS THEREFORE ORDERED** that United Specialty Insurance Company’s
28 Motion to Intervene pursuant to Fed. R. Civ. P. 24(a) (Doc. 12) is **GRANTED**. All further

1 pleadings shall be captioned as referenced above.

2 **IT IS FURTHER ORDERED** that United Specialty Insurance Company is
3 directed to file its Answer on Behalf of Defendant Gursewak S. Singh forthwith.

4 Dated this 9th day of December, 2019.

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6 G. Murray Snow
7 Chief United States District Judge
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